
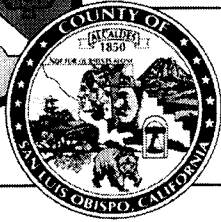


**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT County Fire		(2) MEETING DATE February 28, 2006		(3) CONTACT/PHONE Matt Jenkins (805) 543-4244	
(4) SUBJECT Request to approve annual agreement for cooperative fire protection services with the California Department of Forestry and Fire Protection.					
(5) SUMMARY OF REQUEST The California Department of Forestry and Fire Protection has provided fire protection and related emergency services to the County of San Luis Obispo through a series of annual agreements since 1930. This year's final rate letter reflects an increase in the personnel benefit rates as well as an increase in overtime compensation as required by our statewide firefighter MOU and the Fair Labor Standards Act. This was expected and noted in both the County Fire Department comments and the Administrator's comments contained in the budget. While the contract before your Board contains the entire amount of the increase, we are projecting the actual cost to be significantly lower. Any necessary budget adjustment can be made during the County's regular third quarter budget adjustment process. This cooperative agreement between the County and State Government provides for the continued efficient and cost effective delivery of fire and emergency services and contributes to the County's adopted communitywide results and indicators for timely fire and rescue response that is part of the Safe Community goal.					
(6) RECOMMENDED ACTION Approve and instruct Chairperson to sign annual agreement for cooperative fire protection services with the California Department of Forestry and Fire Protection for fiscal year 2005/2006.					
(7) FUNDING SOURCE(S) General Fund		(8) CURRENT YEAR COST \$11,868,691		(9) ANNUAL COST \$11,868,691	
				(10) BUDGETED? YES N/A <input checked="" type="checkbox"/> NO \$616,050 Adjustment	
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): The attached agreement has been reviewed by the County Administrative Office and approved as to form and legal effect by the Office of County Counsel.					
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____					
(13) SUPERVISOR DISTRICT(S) 1st, 2nd, 3rd, 4th, 5th, <u>(All)</u>			(14) LOCATION MAP Attached <input checked="" type="checkbox"/> N/A		
(15) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent Hearing (Time Est. _____) Presentation Board Business (Time Est. _____)			(16) EXECUTED DOCUMENTS Resolutions (Orig + 4 copies) <input checked="" type="checkbox"/> Contracts (Orig + 4 copies) Ordinances (Orig + 4 copies) N/A		
(17) NEED EXTRA EXECUTED COPIES? <input checked="" type="checkbox"/> Number: <u>4</u> <input checked="" type="checkbox"/> Attached N/A			(18) APPROPRIATION TRANSFER REQUIRED? Submitted 4/5th's Vote Required <input checked="" type="checkbox"/> N/A		

(19) ADMINISTRATIVE OFFICE REVIEW 	B-25 (2200)
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CDF/San Luis Obispo County Fire Department

TO: Board of Supervisors

FROM: Dan Turner, Fire Chief

DATE: February 28, 2006

SUBJECT: Request to approve annual agreement for cooperative fire protection services with the California Department of Forestry and Fire Protection.

Recommendation

Approve and instruct Chairperson to sign annual agreement for cooperative fire protection services with the California Department of Forestry and Fire Protection for fiscal year 2005/2006.

Discussion

The California Department of Forestry and Fire Protection has provided fire protection and related services to the County of San Luis Obispo through a series of annual agreements since 1930. The services provided include emergency medical responses, structural and vehicle fire suppression, hazardous materials spill mitigation, aircraft rescue and firefighting, and technical and confined space rescue. Sections 4142 and 4144 of the Public Resources Code authorize the agreement between the State and County.

Currently, the County Fire Department operates out of 15 fire stations located over a 3,200 square mile area. These fire stations include 9 County owned facilities, 5 State owned facilities and 1 CSD owned facility. The stations have a variety of staffing patterns including 8 with full-time staff, 3 that are staffed by the State in the summer and the County in the winter, 2 with part-time staffing, and 2 that are staffed entirely by volunteers.

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While the amount of the annual contract is developed through the normal County budget process, historically the County has approved and signed the contract mid-fiscal year. This timing is in concert with the issuance of the final rate letter from the State. The final rate letter provides the actual annual contractual rates reflecting adjustments for salaries, benefits, etc.

The contract figures for this year include 2 additional service agreements, previously approved by the Board, which allow County Fire to provide fire protection services to Los Osos Fire Protection District for the entire year and to the Cayucos Fire Protection District for a 3 month period. These amounts, \$1,539,060 and \$59,744 respectively, cover all personnel and operating costs associated with these agreements and are 100% reimbursed by the local agency receiving the service which creates a zero net cost to the County.

For the County responsibility portion of this year's contract, this year's final rate letter reflects an increase in the personnel benefit rates as well as an increase in overtime compensation as required by our statewide firefighter MOU. This was expected and noted in both the County Fire Department comments and the Administrator's comments contained in the final budget. At the time the budget was developed, labor negotiations and benefit rates for the California Department of Forestry and Fire Protection were expected to result in approximately a \$517,000 increase in costs related to the County Fire contract. The actual rates came in \$99,050 higher than projected. Projected cost of living and benefit increases are not normally budgeted for general fund departments. Consequently, this expense was not included in the amount budgeted for County Fire.

The increased expense comes primarily from changes in the overtime rates and increases associated with employee benefits. The overtime rate increase has been phased in over the past 3 fiscal years so that CDF personnel are paid at the overtime rate required by the Fair Labor Standards Act. This is the last year of the planned phase in and brings CDF in line with FLSA. Currently, CDF personnel work a 72-hour week. For every hour over the first 53 hours in the week County Fire (CDF) staff will now be paid 1 1/2 time. Last year they were paid 1 1/4 time.

Even though CDF lowered the administrative charge on all cooperative agreements to 9.10% from last years 9.50% and we were able to identify several cost savings adjustments, this contract represents a \$616,050 increase over the 2004/2005 cooperative fire protection agreement.

The contract with CDF requires that the County provide spending authority for the entire amount. State rules require that the contract be for the amount that would be necessary if all employees were paid at top step. While the contract before the Board contains the entire amount of the increase, we are confident

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that what will actually be expended under the contract will be significantly less than this amount and in the third quarter report we will be able to provide an accurate estimate of the actual contract cost. Any necessary budget adjustment can then be made during the County's regular third quarter budget adjustment process.

Other Agency Involvement / Impacts

The attached agreement has been reviewed by the County Administrative Office and approved as to form and legal effect by the Office of County Counsel.

Financial Considerations

This agreement for cooperative fire protection services is in the amount of \$11,868,691. This represents expenses and offsetting revenue in the amount of \$1,598,804 for two fire protection service agreements with other local governments and an increase to the county responsibility portion of the current cooperative fire protection agreement of \$616,050. We are projecting the actual cost to be significantly lower. Any necessary budget adjustment can then be made during the County's regular third quarter budget adjustment process.

Results

This cooperative agreement between the County and State Government provides for the continued efficient and cost effective delivery of fire and emergency services and contributes to the County's adopted communitywide results and indicators for timely fire and rescue response that is part of the Safe Community goal.

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AGREEMENT NUMBER 3CA55117
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Forestry and Fire Protection

CONTRACTOR'S NAME

San Luis Obispo County

2. The term of this Agreement is: 7/1/05 through 6/30/06

3. The maximum amount of this Agreement is: \$ 11,868,691
Eleven million, eight hundred sixty eight thousand, six hundred ninety one dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 6 pages

Exhibit B – Budget Detail and Payment Provisions 2 pages

Exhibit C* – General Terms and Conditions 4 pages

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 4 pages

☐ Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions 1 page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

San Luis Obispo County

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

Room 370, County Government Center
San Luis Obispo, CA 93408

STATE OF CALIFORNIA

AGENCY NAME

California Department of Forestry and Fire Protection

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

James M. Wright, Deputy Director, Chief of Fire Protection

ADDRESS

1416 Ninth Street, Sacramento, CA 94244-2460

California Department of General
Services Use Only

☐ Exempt per:

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S

EXHIBIT A
COOPERATIVE FIRE PROGRAMS
FIRE PROTECTION REIMBURSEMENT AGREEMENT

____ PRC 4142 ONLY
(SCHEDULE A)

____ PRC 4144 ONLY
(AMADOR)

X PRC 4142 & 4144

____ LIMITED SERVICE - PRC 4142 ONLY

FIRE PROTECTION RELATED SERVICES TO BE PROVIDED BY STATE SHALL
INCLUDE AS CHECKED:

- ☐ Land Use Planner as described in the attached service description.
- ☐ Dispatch services as described in the attached service description.
- ☐ Inspection services as described in the attached service description.
- ☐ Disaster planning services as described in the attached service description.
- ☐ Other as described in the attached service description.

1. The project representatives during the term of this agreement will be:

Department of Forestry and Fire Protection Unit Chief:	Local Agency: San Luis Obispo County
Name: Matthew Jenkins	Name: Vincent Morici
Phone: (805) 543-4244	Phone: (805) 781-5011
Fax: (805) 543-4248	Fax: (805) 781-5023

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

Department of Forestry and Fire Protection Unit Chief:	Local Agency: San Luis Obispo County
Section/Unit: San Luis Obispo Unit	Section/Unit: Administrative Office
Attention: Matthew Jenkins	Attention: Vincent Morici
Address: 635 N. Santa Rosa San Luis Obispo, CA. 93405	Address: County Government Center San Luis Obispo, CA. 93408
Phone: (805) 543-4244	Phone: (805) 781-5011
Fax: (805) 543-4248	Fax: (805) 781-5023

Send an additional copy of all correspondence to:

Department of Forestry and Fire Protection
Cooperative Fire Services
P.O. Box 944246
Sacramento, CA 94244-2460

2. Authorization

This agreement is entered into this 1st day of July 1, 2005, by and between the State of California, hereinafter called STATE, and San Luis Obispo County called LOCAL AGENCY through its duly authorized officers. As used herein, Director shall mean Director of the

California Department of Forestry and Fire Protection. Where the standard clauses for example in Exhibit C, use the word "Contractor" that word shall mean LOCAL AGENCY as LOCAL AGENCY is used in this agreement.

This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4142, 4143 and 4144, as applicable.

3. Scope Of Work

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel including "volunteers", and facilities required to prevent and extinguish forest fires during the fire season. Fire season generally occurs during the spring, summer and fall months and is defined by a specific calendar period declared by the Director. **If this is a Limited Service agreement, use Section B (below) and fill in the type of service.**

A. The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from forest fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. Personnel providing the LOCAL AGENCY's services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers (whether regularly registered, summoned pursuant to Public Resources Code Section 4153, or working without compensation), paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

B. The purpose of this agreement is to provide mutually advantageous fire protection _____ services as described in the attached service description.

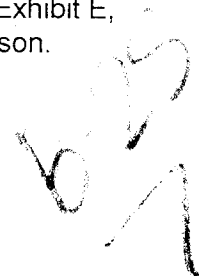
4. Services By State

Fire protection services to be provided by STATE shall include the following:

STATE equipment, personnel and facilities described in Exhibit E, Schedule B to this agreement; the operation and maintenance of equipment provided by LOCAL AGENCY; supervision of volunteer or other local fire forces.

Fire protection services over and above those normally provided by STATE under Exhibit E, Schedule B shall be provided at LOCAL AGENCY expense during the non-fire season.

5. Administration

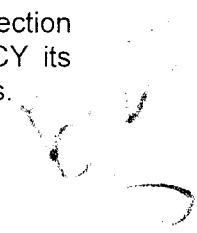


Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit E, Schedule B of this agreement.

- A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs in the specific Region.
- B. Director will select and employ a State Forest Officer referred to as Unit Chief who shall, under the supervision and direction of Director or a lawful representative, have charge of the organization described in Exhibit E, Schedules A, B and C included hereto and made a part of this agreement.
- C. A county may appoint, with the concurrence of the Region Chief, the Unit Chief as the County Fire Warden pursuant to Government Code Sections 24008, 55606 and 55608, Public Contract Code Section 20811, or other applicable appointing authority. The LOCAL AGENCY may appoint the Unit Chief as the Fire Chief. The duty statement for this position is incorporated by reference into this agreement by a local board/council resolution.
- D. The Unit Chief may dispatch personnel and equipment listed in Exhibit E, Schedule A from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and equipment listed in Exhibit E, Schedule B may be dispatched at the sole discretion of STATE.
- E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.
- F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit E, Schedules A and C, as to the services to be rendered pursuant to each Schedule.
- G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

6. Suppression Cost Recovery

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, on request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall apportion to LOCAL AGENCY its pro-rata proportion of recovery, less the reasonable pro-rated costs including legal fees.



In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the officer designated by LOCAL AGENCY.

7. Mutual Aid

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, on request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as elected by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

8. Property Accounting

All personal property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

9. Compliance with the Health Insurance Portability and Accountability Act (HIPAA)

The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

10. Insurance

[] The following does not apply to this AGREEMENT.

LOCAL AGENCY shall provide proof of insurance in a form acceptable to the STATE and at no cost to the State. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide completed Exhibit E, Schedule E or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

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A

Said commercial insurance or self-insurance coverage of the Local Agency shall include the following:

- A. Any commercial insurance shall provide at least general liability for \$1,000,000 combined single limit per occurrence.
- B. The Department of Forestry and Fire Protection, State of California, and its officers, servants, and employees are included as additional insureds.
- C. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in Section 1.

11. Workers' Compensation

[] The following does not apply to this AGREEMENT.

- A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.
- B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.
- C. The State shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

12. Vehicles

[] The following does not apply to this AGREEMENT.

- A. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit E, Schedule A.
- B. LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.
- C. LOCAL AGENCY-owned vehicles that are furnished to the State shall be operated in accordance to LOCAL AGENCY policies. These vehicles shall be maintained in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit E, Schedule D.

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Exhibit E, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit E, Schedule A are to be operated, maintained and repaired by STATE.

- D. In the case of LOCAL AGENCY-owned vehicles not included in Exhibit E, Schedule A:
- (1) STATE shall conform to policies of LOCAL AGENCY in operation, use, care and maintenance of said vehicles.
 - (2) LOCAL AGENCY shall assume full responsibility for all costs associated with the acquisition, operation, use, care, maintenance and replacement of said vehicles.
- E. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit D, Section G for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement, LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000.

Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit D, Section G, LOCAL AGENCY employees who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles

13. Entire Agreement

This agreement contains the whole agreement between the parties. It cancels and supersedes any previous agreement for the same or similar services.

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Payment For Services**

- A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit E, Schedule A for each fiscal year. STATE shall prepare an Exhibit E, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided. Exhibit E, Schedule A shall be included as required and made part of this agreement.

Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit E, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit E, Schedule C or otherwise.

- B. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:
- (1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.
 - (2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.
 - (3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.
 - (4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.
 - (5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.
 - (6) All payments by LOCAL AGENCY shall be made within thirty (30)-days of receipt of invoice from STATE, or within 30 days after the filing dates specified above, whichever is later.
 - (7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30)-day written notice to the LOCAL AGENCY when:

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- a. The Director predicts a cash flow shortage, or
 - b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.
- C. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit E, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit E, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.
- D. STATE shall pay LOCAL AGENCY for the costs of Non-Post positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The LOCAL AGENCY shall invoice STATE for the actual costs of the services provided within 90 days of the close of the incident. All payments by STATE shall be made within (30) thirty days of receipt of invoices from LOCAL AGENCY. The LOCAL AGENCY invoice shall be prepared at the same salary rate, staff benefit and administrative rate, which were used in the preparation of the STATE invoice for the positions and equipment utilized on the emergency incident.

2. **Cost of Operating and Maintaining Equipment and Property**

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

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EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

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8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (Pub. Contract Code §§ 10233, 10308.5, 10354)

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 1005 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

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14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

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b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

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EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. CONTRACT PROVISIONS

A. Excise Tax

State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales and use tax imposed by another state.

B. Settlement of Disputes

LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the California Department of Forestry and Fire Protection's Region Chief when, upon determination by the Region Chief, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy.

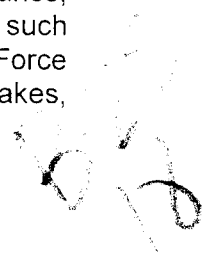
Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time (ten days) by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution.

C. Cancellation – Excluding Public Works

- (1) This agreement may be terminated at the option of either STATE or LOCAL AGENCY at any time during its term with or without cause, on giving one year written notice to the other party.
- (2) If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY.
- (3). Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services rendered.

D. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitutes default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.



In the case of Acts of war and acts of God, CDF will continue to provide emergency response services with all available resources, but will not be held liable for any delays in response due to forces outside of its control.

E. Extension Of Agreement

- (1) One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY intends to enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement.
- (2) If LOCAL AGENCY fails to provide such notice, as defined above in (1), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.
- (3) The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had a new agreement been entered into. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1,B of this agreement.

F. Modifications

- (1) This agreement may be amended by mutual consent of LOCAL AGENCY and STATE.
- (2) If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Schedule A-4142, LOCAL AGENCY shall provide one hundred twenty (120) days written notice of the requested reduction. Proper notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE because of the reduction. Personnel reductions resulting solely due to an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

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- (3) If during the term of this agreement costs to LOCAL AGENCY set forth in any Schedule A to this agreement increase and LOCAL AGENCY cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within thirty (30) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

G. Indemnification

Paragraph 5 of Exhibit C, General Terms and Conditions, does not apply because it is superseded by this paragraph. LOCAL AGENCY, to the extent permitted by law, agrees to indemnify, defend and save harmless the STATE, its officers, agents and employees from any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies in connection with any activities under Schedules A and C of this agreement; and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by STATE in the performance of any activities under Schedules A and C of this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to STATE or from acts not within the scope of duties to be performed pursuant to this agreement.

STATE, to the extent permitted by law, agrees to indemnify, defend and save harmless the LOCAL AGENCY, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of any activities under Schedule B of this agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by STATE in the performance of any activities under Schedule B of this agreement.

H. Approval

Paragraph 1 of Exhibit C, General Terms and Conditions, does not apply because it is superseded by this paragraph. This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. State will not commence performance until such approval has been obtained.

I. Termination For Cause

Paragraph 7 of Exhibit C, General Terms and Conditions, does not apply because it is superseded by this paragraph. The State may terminate this Agreement and be relieved of the obligation to perform services should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided.

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In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be due and payable to the State by the Contractor and shall be payable upon demand.

J. Compensation

Paragraph 13 of Exhibit C, General Terms and Conditions, does not apply because it is superseded by this paragraph. The consideration to be paid State, as provided herein, shall be in compensation for all of State's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

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EXHIBIT E
ADDITIONAL PROVISIONS

Schedules

The following Schedules are included as part of this agreement (as needed):

- ☒ **A. Fiscal Display, PRC-4142** - STATE provided LOCAL AGENCY funded fire protection services.
- ☒ **AND/OR**
Fiscal Display, PRC 4144 - STATE provided LOCAL AGENCY funded fire protection services during winter non-fire season.
- ☒ **B. State Funded Resource** (required) - A listing of personnel, crews and major facilities of the State overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.
- ☒ **C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the unit chief.
- ☒ **D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

REQUIRED INSURANCE CERTIFICATIONS

- ☐ **E. Certification of Self Insurance** - and/or proof of Self-insurance for any of the following: Workers' Compensation Benefits, Tort Liability and Vehicle Liability
And/Or
Insurance certificate, if not self-insured. Must name CDF/State of California as additional insured **(provide 2 copies)**

The additional documentation listed below is required by CDF.

- ☐ 1) CDF Review Certification Memo (signatures)
- ☐ 2) Routing Checklist
- ☐ 3) Local Agency's Governing Board Resolution or Minutes **(provide 2 copies)**
- ☐ 4) Fiscal Sheet - Exhibit E, Schedule A **(provide 4 extra copies)**
- ☐ 5) Service Description – Required if this is a Limited Service Agreement

**EXHIBIT E, SCHEDULE A
FISCAL DISPLAY
PRC 4142**

NAME OF LOCAL AGENCY: San Luis Obispo County

INDEX 3400 PCA 37600

This is Attachment A of Cooperative Agreement originally dated July 1, 2005, by and between the Department of Forestry and Fire Protection of the State of California and LOCAL AGENCY.

 X Original Amendment for Fiscal Year 200

PERSONNEL SERVICES

<u>Safety Personnel</u>	No.	Class.	Period	Mos.	Rate	Ed. Inc.	Salary	Benefits Rate = 51.78%	Total
Airport	3	Captain	7/1-6/30	36	\$4,432	\$75	\$162,252	\$84,014	\$246,266
	6	Engineer	7/1-6/30	72	\$3,849	\$75	\$282,528	\$146,293	\$428,821
Nipomo	1	Captain	7/1-6/30	12	\$4,432	\$75	\$54,084	\$28,005	\$82,089
	2	Captain (P)	7/1-6/30	24	\$4,723	\$75	\$115,152	\$59,626	\$174,778
	3	Engineer (P)	7/1-6/30	36	\$4,120	\$75	\$151,020	\$78,198	\$229,218
Mesa	1	Captain	7/1-6/30	12	\$4,432	\$75	\$54,084	\$28,005	\$82,089
	1	Captain (P)	7/1-6/30	12	\$4,723	\$75	\$57,576	\$29,813	\$87,389
	2	Engineer (P)	7/1-6/30	24	\$4,120	\$75	\$100,680	\$52,132	\$152,812
	1	Engineer	7/1-6/30	12	\$3,849	\$75	\$47,088	\$24,382	\$71,470
	1	FF II (P)	7/1-6/30	12	\$3,644	\$75	\$44,628	\$23,108	\$67,736
Meridian	3	Captain	7/1-6/30	36	\$4,432	\$75	\$162,252	\$84,014	\$246,266
	3	Engineer	7/1-6/30	36	\$3,849	\$75	\$141,264	\$73,146	\$214,410
Parkhill	2	Captain	7/1-6/30	24	\$4,432	\$75	\$108,168	\$56,009	\$164,177
	4	Engineer	7/1-6/30	48	\$3,849	\$75	\$188,352	\$97,529	\$285,881
Carrizo Plain	1	Captain	7/1-6/30	12	\$4,432	\$75	\$54,084	\$28,005	\$82,089
	1	Engineer	7/1-6/30	12	\$3,849	\$75	\$47,088	\$24,382	\$71,470
Creston	1	Captain	7/1-6/30	12	\$4,432	\$75	\$54,084	\$28,005	\$82,089
	1	Engineer	7/1-6/30	12	\$3,849	\$75	\$47,088	\$24,382	\$71,470
Heritage Ranch	1	Captain	7/1-6/30	12	\$4,432	\$75	\$54,084	\$28,005	\$82,089
	2	Engineer	7/1-6/30	24	\$3,849	\$75	\$94,176	\$48,764	\$142,940
	2	Firefighter	7/1-6/30	24	\$2,837		\$68,088	\$35,256	\$103,344
Paso Robles	2	Captain	7/1-6/30	24	\$4,432	\$75	\$108,168	\$56,009	\$164,177
	3	Engineer	7/1-6/30	36	\$3,849	\$75	\$141,264	\$73,146	\$214,410
Avila Valley	3	Captain	7/1-6/30	36	\$4,432	\$75	\$162,252	\$84,014	\$246,266
	3	Engineer	7/1-6/30	36	\$3,849	\$75	\$141,264	\$73,146	\$214,410
South Bay	3	Captain (P)	7/1-6/30	36	\$5,142	\$75	\$187,812	\$97,249	\$285,061
	1	Engineer (P)	7/1-6/30	12	\$4,497	\$75	\$54,864	\$28,409	\$83,273
	2	Engineer (P)	7/1-6/30	24	\$4,120	\$75	\$100,680	\$52,132	\$152,812
	1	Engineer	7/1-6/30	12	\$4,497	\$75	\$54,864	\$28,409	\$83,273
	1	FF II (P)	7/1-6/30	12	\$3,644	\$75	\$44,628	\$23,108	\$67,736
ECC	1	Captain	7/1-6/30	12	\$4,432	\$75	\$54,084	\$28,005	\$82,089
Training Officer	2	Captain	7/1-6/30	24	\$4,432	\$75	\$108,168	\$56,009	\$164,177
Support Serv.	1	Batt. Chief	7/1-6/30	12	\$5,643	\$75	\$68,616	\$35,529	\$104,145
Battalion 6	1	Batt. Chief	7/1-6/30	12	\$5,643	\$75	\$68,616	\$35,529	\$104,145
Fire Prot./Plan.	1	Batt. Chief	7/1-6/30	12	\$5,643	\$75	\$68,616	\$35,529	\$104,145
	1	Captain	7/1-6/30	12	\$4,432	\$75	\$54,084	\$28,005	\$82,089
Subtotal			FTEs =	68	\$155,253	\$2,625	\$3,505,800	\$1,815,303	\$5,321,103

Non-Safety Personnel

								Rate = 45.92%	
Mechanic	2	HEM	7/1-6/30	24	\$4,212	\$211	\$106,152	\$48,745	\$154,897
	1	HEM (diff.)	7/1-6/30	12	\$538	\$211	\$8,988	\$4,127	\$13,115
ECC Operator	5	Dis Clerk	7/1-6/30	60	\$3,147		\$188,820	\$86,706	\$275,526
Clerical	1	Sr. Acct. Clerk	7/1-6/30	12	\$3,050		\$36,600	\$16,807	\$53,407
	0.75	PS Specialist	7/1-6/30	9	\$3,957	\$167	\$37,116	\$17,044	\$54,160
	1	SSA	7/1-6/29	12	\$3,418		\$41,016	\$18,835	\$59,851
	2	Office Tech	7/1-6/30	24	\$3,050		\$73,200	\$33,613	\$106,813
	2	Office Asst.	7/1-6/30	24	\$2,435		\$58,440	\$26,836	\$85,276
Service Ctr.	1	Whs Wrk I	7/1-6/30	12	\$2,923		\$35,076	\$16,107	\$51,183
Fire Prev. Spc.	1	FPS II	7/1-6/30	12	\$3,860	\$75	\$47,220	\$21,683	\$68,903
	1	FPS II	7/1-6/30	12	\$3,860	\$75	\$47,220	\$21,683	\$68,903
Subtotal				FTEs = 16.75	\$34,450	\$739	\$679,848	\$312,186	\$992,034
Total Personnel				FTEs = 84.75	\$189,703	\$3,364	\$4,185,648	\$2,127,489	\$6,313,137

EMERGENCY RESPONSE
CHARGES:

					Rate = 26.89%		
FLSA 1.25 Overtime	3	Battalion Chief	12	\$2,730	\$32,760	\$8,809	\$41,569
	22	Captain	88	\$1,568	\$137,984	\$37,104	\$175,088
	3	Captain (P)	12	\$1,671	\$20,052	\$5,392	\$25,444
	24	Engineer	96	\$1,362	\$130,752	\$35,159	\$165,911
	7	Engineer (P)	28	\$1,458	\$40,824	\$10,978	\$51,802
	2	FF II (P)	8	\$1,290	\$10,316	\$2,774	\$13,090
	2	FF 1	8	\$397	\$3,176	\$854	\$4,030
	3	Captain (P)	12	\$1,820	\$21,835	\$5,871	\$27,707
	1	Engineer (P)	4	\$1,591	\$6,365	\$1,712	\$8,077
	1	Engineer	4	\$1,591	\$6,365	\$1,712	\$8,077
Subtotal					\$410,430	\$110,365	\$520,795
					Rate = 26.89%		
FLSA 1.5 Overtime	3	Battalion Chief	27	\$3,566	\$96,282	\$25,890	\$122,172
	22	Captain	198	\$2,084	\$412,632	\$110,957	\$523,589
	3	Captain (P)	27	\$2,221	\$59,967	\$16,125	\$76,092
	24	Engineer	216	\$1,810	\$390,960	\$105,129	\$496,089
	7	Engineer (P)	63	\$1,937	\$122,031	\$32,814	\$154,845
	2	FF II (P)	18	\$1,713	\$30,838	\$8,292	\$39,130
	2	FF 1	18	\$397	\$7,146	\$1,922	\$9,068
	3	Captain (P)	27	\$2,417	\$65,272	\$17,552	\$82,823
	1	Engineer (P)	9	\$2,114	\$19,028	\$5,117	\$24,145
	1	Engineer	9	\$2,114	\$19,028	\$5,117	\$24,145
Subtotal					\$1,223,183	\$328,914	\$1,552,097
					Rate = 51.78%		
Extended Duty Pay	1	Dep. Chief	6 mos.	6	\$713	\$4,278	\$6,493
	3	Asst. Chief	6 mos.	18	\$700	\$12,600	\$19,124
					Rate = 26.89%		
	8	B. Chief	6 mos.	48	\$3,566	\$171,168	\$217,195
	1	FC - Pre-Fire	6 mos.	12	\$2,084	\$25,008	\$31,733
	2	FC - FPO	6 mos.	12	\$2,084	\$25,008	\$31,733
	3	FC - ECC	6 mos.	18	\$2,084	\$37,512	\$47,599
Subtotal					\$275,574	\$78,303	\$353,877
					Rate = 45.92%		
Night Differential	3	Clerks	7/1-6/30	36	\$86	\$3,096	\$4,518
					Rate = 51.78%		
HazMat Differential	15	Personnel	7/1-6/30	180	\$150	\$27,000	\$40,981
					Rate = 26.89%		
Paramedic Differential	17	Personnel	7/1-6/30	204	\$500	\$102,000	\$129,428
					Rate = 51.78%		
Longevity Pay					\$92,534	\$47,914	\$140,448
					Rate = 1.45%		
Overtime (Safety)					\$615,980	\$8,932	\$624,911
					Rate = 7.65%		
Overtime (Misc.)					\$84,981	\$6,501	\$91,482
					Rate = 0.00%		
PCF FC-42 Coverage					\$66,500	\$0	\$66,500
					\$14,174	\$0	\$14,174
Totals					\$7,101,100	\$2,751,248	\$9,852,347
Subtotal Pers. Service							\$9,852,347

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OPERATING EXPENSES

COMMUNICATIONS	No.	Type	Mos.	Rate	Total
Telephone					
Pro-rata share					\$24,600
Payroll Terminal Fee					\$1,200
@ 24% total cost		Install & Mod	12	\$200	\$2,400
State Radio Maint					\$1,000
Local Radio Maint.					\$4,600
Subtotal Commun.					\$33,800
CONSULTANT & PROFESSIONAL SERVICES					
TRAINING					
		Student Assistant			\$35,750
TRAVEL					
		Travel and Training			\$17,300
		Priv Car Mileage			\$8,150
Subtotal Travel & Training					\$61,200
FACILITIES					
		Supplies/Repairs			\$25,200
Subtotal Facil.					\$25,200
UTILITIES					
Pro-rata share		Electricity			\$33,000
		LPG & Gas			\$9,525
		Water			\$6,601
		Garbage			\$6,798
Subtotal Utilities					\$55,924
UNIFORMS					
Uniform allowance					
68		Full-time wearers	\$830	@ 26.89%	\$223 \$71,617
2		Firefighter 1	\$840	@ 26.89%	\$226 \$2,132
2		HEM	\$450	@ 1.45%	\$7 \$913
2		HEM (coveralls)	\$108	@ 1.45%	\$2 \$219
5		Disp Clerk	\$450	@ 1.45%	\$7 \$2,283
1		Whs Wrk	\$450	@ 1.45%	\$7 \$457
Subtotal Pers Care					\$77,620

DRUG TESTING

Required Random Testing				Rate = 51.78%	
10	Class B Drivers	\$368	\$3,680	\$1,905.50	\$5,586

VEHICLES

County owned

23	Engine 3-B-2	276	607.00 per mo.	\$167,532
2	Tender 5-B-2	24	472.00 per mo.	\$11,328
8	Rescue 1-A-2	96	211.00 per mo.	\$20,256
2	Fire/Rescue Boat	24	424.00 per mo.	\$10,176
1	Sedan	20000	0.31 per mi.	\$6,200
6	Utility	120000	0.31 per mi.	\$37,200
2	Service vehicle	40000	0.31 per mi.	\$12,400

LOCSD owned

2	Engine 3-B-2	24	607.00 per mo.	\$14,568
1	Engine 2-B-2	12	530.00 per mo.	\$6,360
1	Squad 1-B-2	12	241.00 per mo.	\$2,892
2	Utility	30000	0.31 per mi.	\$9,300

Subtotal Vehicles \$298,212

Subtotal Op. Expense \$557,541

Total Personal Service and Operating Expense \$10,409,888

Administrative Charge (@ 9.10% \$947,300

Total Schedule A - 4142 \$11,357,188

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**EXHIBIT E, SCHEDULE A
FISCAL DISPLAY
PRC 4144**

NAME OF LOCAL AGENCY: San Luis Obispo County

INDEX 3400 PCA 37700

This is Attachment A of Cooperative Agreement originally dated July 1, 2005, by and between the Department of Forestry and Fire Protection of the State of California and LOCAL AGENCY.

 X Original Amendment for Fiscal Year 200

PERSONNEL SERVICES

Safety Personnel	No.	Class.	Period	Mos.	Rate	Ed. Inc.	Salary	Benefits	Total
								Rate = 51.78%	
San Luis H.Q.	2	Firefighter 1	6 mos.	12	\$2,837		\$34,044	\$17,628	\$51,672
Cambria	2	Firefighter 1	6 mos.	12	\$2,837		\$34,044	\$17,628	\$51,672
Shandon	2	Firefighter 1	6 mos.	12	\$2,837		\$34,044	\$17,628	\$51,672
Cayucos	2	Firefighter 1	2.5 mos.	5	\$2,837		\$14,185	\$7,345	\$21,530
Subtotal			FTEs = 3.416667		\$11,348	\$0	\$116,317	\$60,229	\$176,546
								Rate = 26.89%	
FLSA 1.5 Overtime									
San Luis H.Q.	3	Captain	6 mos.	18	\$2,084		\$37,512	\$10,087	\$47,599
	2	Firefighter	6 mos.	12	\$397		\$4,764	\$1,281	\$6,045
Cambria	3	Captain	6 mos.	18	\$2,084		\$37,512	\$10,087	\$47,599
	2	Firefighter	6 mos.	12	\$397		\$4,764	\$1,281	\$6,045
Shandon	3	Captain	6 mos.	18	\$2,084		\$37,512	\$10,087	\$47,599
	2	Firefighter	6 mos.	12	\$397		\$4,764	\$1,281	\$6,045
Cayucos	3	Captain	2.5 mos.	7.5	\$2,084		\$15,630	\$4,203	\$19,833
	2	Firefighter	2.5 mos.	5	\$397		\$1,985	\$534	\$2,519
Subtotal							\$144,443	\$38,841	\$183,284
							Rate = 1.45%		
Unplanned Overtime							\$66,286	\$961	\$67,247
Subtotal Personnel							\$327,046	\$100,031	\$427,076

UNIFORMS

Uniform allowance

3	Firefighter 1	\$840 @ 26.89%	\$226	\$3,198
Subtotal Pers Care				\$3,198

OPERATING EXPENSE

No.	Type	Mos.	Rate	Total
Telephone				
	Cambria	6	\$374	\$2,244
	Shandon	6	\$374	\$2,244
	San Luis Obispo	6	\$374	\$2,244
	Cayucos	2.5	\$100	\$250
Electricity				
	Cambria	6	\$785	\$4,710
	Shandon	6	\$785	\$4,710
	San Luis Obispo	6	\$785	\$4,710
	Cayucos	2.5	\$70	\$175
Gas				
	Cambria	6	\$373	\$2,238
	Shandon	6	\$373	\$2,238
	San Luis Obispo	6	\$373	\$2,238
	Cayucos	2.5	\$80	\$200
Water/Sewer				
	Cambria	6	\$350	\$2,100
	Shandon	6	\$350	\$2,100
	San Luis Obispo	6	\$350	\$2,100
	Cayucos	2.5	\$150	\$375
Garbage				
	Cambria	6	\$212	\$1,272
	Shandon	6	\$212	\$1,272
	San Luis Obispo	6	\$212	\$1,272
	Cayucos	2.5	\$38	95
Subtotal Utilities				\$38,787

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VEHICLES

State Owned	1	Engine	6	\$350	\$2,100
Cayucos	1	Engine	2.5	\$350	\$875
Subtotal Vehicles					\$2,975
Subtotal Op. Expense					\$41,762
Total Personal Service and Operating Expense					\$468,838
Administrative Charge @ 9.10%					\$42,664
Total Schedule A 4144					\$511,503
Grand Total Schedule A					\$11,868,691

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EXHIBIT E, SCHEDULE B

STATE FUNDED RESOURCES

NAME OF LOCAL AGENCY: San Luis Obispo County

This is Schedule B of Cooperative Agreement originally dated July 1, 2004, by and between the Department of Forestry and Fire Protection of the State of California and LOCAL AGENCY.

X Original ____ Amendment for Fiscal Year 200__

ADMINISTRATIVE PERSONNEL

1	Unit Chief	1	Battalion Chief, Fire Prevention
1	Deputy Chief	1	Battalion Chief, Training
1	Division Chief, Administration	1	Battalion Chief, Dispatch
2	Division Chiefs, Operations	1	Unit Forester
4	Battalion Chiefs, Field Battalions	1	Fire Captain, Fire Prevention
1	Battalion Chief, Air Attack	1	Fire Captain, Pre-Suppression
1	Fleet Manager		

FIRE SEASON STAFFING

26	Fire Captains
10	Fire Apparatus Engineers
55	Firefighters, Seasonal
5	Heavy Fire Equipment Operators

SUPPORT PERSONNEL

3	Fire Captains, Emergency Command Center
1	Forestry Logistics Officer
1	Accountant I, Clerical
1	Personnel Specialist, Clerical
8	Fire Captain B's (Cuesta Conservation Camp)
10	Fire Captain B's (Los Robles Conservation Camp)

FACILITIES

Cambria, Sta. #10
Cayucos, Sta. #11
Cuesta Camp & Shop
La Panza, Sta. #41
Las Tables, Sta. #35
Los Robles Camp & Shop
Nipomo, Sta. #20
Parkhill, Sta. #40
Paso Robles, Sta. #30
Paso Robles Air Attack Base
San Luis Obispo, Sta. #12
Shandon, Sta. #31

VEHICLES

28	Fire Mission
22	Support

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**EXHIBIT E, SCHEDULE C
LOCAL FUNDED RESOURCES**

NAME OF LOCAL AGENCY: **SAN LUIS OBISPO COUNTY**

This is Schedule C of the Cooperative Agreement originally dated July 1, 2005, by and between the
Department of Forestry and Fire Protection of the State of California and LOCAL AGENCY

X Original ___ Amendment for Fiscal Year 200___

COST CENTER 140

<u>Sub account</u>	<u>Amount</u>
5050055 Clothing and Personal	\$178,501
5050070 Computer Software	\$2,500
5050140 Fuel-Miscellaneous	\$2,252
5050150 Household Expense	\$11,025
5050160 Insurance Billings	\$196,655
5050190 Maintenance Contracts	\$34,001
5050195 Maintenance – Fleet Vehicles	\$2,250
5050210 Maintenance - Equipment	\$20,002
5050250 Medical-Dental & Lab Supplies	\$39,004
5050255 Memberships	\$1,600
5050260 Mileage Reimb-Co Employee	\$1,000
5050280 Office Expense	\$10,000
5050340 Profession & Special Services	\$338,130
5050370 Registration, Seminar, Training Fee	\$34,000
5050400 Rents & Leases-Structures/Impr/Gro	\$48,506
5050415 Significant Value Purchases	\$172,314
5050420 Small Tools, Instruments, Fixtures	\$3,000
5050430 Special Dept Expense	\$24,003
5050440 Telephone	\$17,000
5050450 Travel Expenses	\$5,500
5050475 Utilities - Other	\$35,001
5050999 Services and Supplies - 2745 Conver	\$40,000
5100060 Inter-Dept Chgs-Int Sett-Co-Wide O	\$173,013
5100100 Inter-Dept Chgs-Int Sett-Gen Svcs	\$9,136
5100120 Inter-Dept Chgs-Int Sett Insurance	\$38,183
5102010 Inter-Dept Chgs-Man Cost Allc-ITD	\$4,320
5102020 Inter-Dept Chgs-Manual Cost Alloc-	\$15,000
5500020 Capital Outlay-Strc & Imp (Modif	\$42,176
5500030 Capital Outlay-Equipment (Modified	\$2,021,548
Total Schedule C	\$3,519,620

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EXHIBIT E, SCHEDULE D
LOCAL AGENCY OWNED
STATE MAINTAINED VEHICLES

NAME OF LOCAL AGENCY San Luis Obispo County

Schedule D is made a part of this agreement originally July 1, 2005 between the STATE and LOCAL dated AGENCY.

 X Original Amendment for Fiscal Year

Section 17.C VEHICLES, is expanded to include the following description of maintenance responsibilities and procedures for LOCAL AGENCY-owned vehicles which are listed in Schedule A. Categories are "Flat Rate", "Mileage Rate", and "Actual Cost".

- C. (1) For all vehicles for which a monthly "Flat Rate" is shown, (this category exclude, all surveyed Department of Forestry and Fire Protection vehicles, vehicles obtained through federal surplus, fire apparatus built on commercial chassis over 15 years old and fire apparatus built on custom chassis over 20 years old - age is based on chassis production year.)
- State shall:
- a. Provide fuel, oil, lubrication, batteries, tires and tubes,
 - b. Repair, exchange or replace when necessary accessory motors, hoses, pumps, spotlights, sirens, fire extinguishers and all other accessories affixed to or supplied when said vehicles were accepted by the STATE for operation under Schedule A, excepting equipment or accessories not common to the use of the STATE and radio, installations originally provided by the LOCAL AGENCY. All such equipment provided and installed by the STATE shall become the property of the LOCAL AGENCY and the replaced equipment removed shall become the property of the STATE.
 - c. Make such reasonable repairs to said vehicles (not including painting.) as may be necessary to keep the vehicles in operating condition; provided, however, that the STATE may cease to make further repairs on any vehicles when the STATE determines that the repair costs during the period of this agreement shall exceed \$10,000 for any one occurrence, or will exceed the market value of the vehicle. In the event the STATE determines that a vehicle is not fit for further use because of obsolescence, deterioration or damage, the STATE shall not be required to repair the vehicle or maintain it in use. Upon such determination, the STATE shall immediately so advise the LOCAL AGENCY, and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.
- (2) For all passenger and service vehicles for which a "Mileage Rate" is shown, STATE shall:
- a. Provide fuel, oil, lubrication, batteries and tires.
 - b. Make such reasonable repairs to said vehicles as may be necessary to keep the vehicles in operating condition provided, however, that the STATE may cease to make further repairs on any vehicles when the potential repair costs are not reasonable considering the vehicle age, market value and other pertinent factors.

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Upon such determination, the STATE shall immediately so notify the LOCAL AGENCY and the LOCAL AGENCY shall have the option of replacing said vehicle or STATE shall discontinue the particular service.

- (3) For all vehicles listed under the heading "Flat Rate" or "Mileage Rate", LOCAL AGENCY shall assume accident repairs in excess of \$2,000 per occurrence.
- (4) For all vehicles listed under the heading "Actual Cost", the STATE shall operate, maintain, and repair said vehicles at the STATE'S actual cost.
- (5) LOCAL AGENCY-owned vehicles to be maintained pursuant to this section are listed below by category and are described by year model, "Rate Letter" type, and license number.

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EXHIBIT E, SCHEDULE D (continued)
SAN LUIS OBISPO COUNTY
FISCAL 05/06 VEHICLE LISTINGS

I.D.	YEAR	DESCRIPTION	LOC.	ASSET NO	LICENSE	CAT.	RATE
E-10	2001	Westates-HME Fire Engine	Cambria	60x527	1050944	3B2	Flat
E-211	1983	International Fire Engine	Reserve	60x512	E463263	3B2	Flat
E-12	1995	Sparton 1250 Fire Engine	San Luis	60x519	E375624	3B2	Flat
E-62	1993	Hi-Tech - Fire Engine	Avila Valley	60x523	E379324	3B2	Flat
E-262	1997	3D-HME Fire Engine	Avila Valley	60x521	E021685	3B2	Flat
E-14	1992	International 1250 Fire Engine	Morro/Torro	60x517	E375625	3B2	Flat
E-15	1997	Pierce Fire Engine	South Bay		21650	3B2	Flat
E-215	2000	Internation Fire Engine 4x4	South Bay		1023979	3B2	Flat
E-315	2002	Ford F550 Fire Engine 4x4	South Bay		1124121	2B2	Flat
E-20	1995	Sparton 1250 Fire Engine	Nipomo	60x520	E019988	3B2	Flat
E-220	1986	Van Pelt Ford Fire Engine	Reserve	60x515	E073351	3B2	Flat
E-21	1999	Westates-HME Fire Engine	Airport	60x524	1022137	3B2	Flat
E-222	1992	Westates-Spartan Fire Engine	Reserve	60x518	E375626	3B2	Flat
E-22	2004	Smeal/Spartan Fire Engine	Mesa	60x530	E1205967	3B2	Flat
E-30	2001	Westates-HME Fire Engine	Paso Robles	60x528	1123953	3B2	Flat
E-31	1999	Westates-HME Fire Engine	Shandon	60x526	1050576	3B2	Flat
E-33	1997	3D-HME Fire Engine	Heritage Ranch	60x522	1023957	3B2	Flat
E-233	1980	International Fire Engine	Reserve	60x510	E766409	3B2	Flat
E-34	1992	International Fire Engine	Oak Shores	60x505	E375624	3B2	Flat
E-36	1999	Westates-HME Fire Engine	Meridian	60x525	1050577	3B2	Flat
E-40	2001	Westates-HME Fire Engine	Parkhill	60x529	1123954	3B2	Flat
E-42	1986	FMC Fire Truck	Carrizo Plain	60x514	E492865	3B2	Flat
E-43	1996	Westates-HME Fire Engine	Creston	60x501	E020036	3B2	Flat
E-243	1979	International Fire Engine	Creston	60x509	E766402	3B2	Flat
C-21	1996	Oshkosh T1500 Airport Fire/Crash Truck	Airport	60x403	E020015	3B2	Flat
C-221		Oshkosh M-M1500 Airport Fire/Crash Truck	Airport	60X404		3B2	Flat
OES 273	1999	Westates-HME Fire Engine	Meridian	OES 273	959483	3B2	Flat
WT-21	1988	Water Tender 3,000 gal.	Airport	60x332	E326876	5B1	Flat
WT-40	2004	Water Tender 2,500 gal.	Parkhill	60X333		5B1	Flat
WT-15	1985	Water Tender 3,000 gal.	Reserve	60x333	E373369	5B1	Flat
R-10	1996	1-ton 4wd GMC Squad	Cambria	60x910	E021605	1A2	Flat
R-15	2004	Ford F550 Rescue 4x4	South Bay		1148866	1B2	Flat
R-20	2004	Ford F450 Rescue 4x4	Nipomo	60x902	1148874	1A2	Flat
R-21	1991	Heavy Rescue Vehicle - International	Airport	60x402	E347596	1A2	Flat
R-30	1990	1-ton 4wd Ford Rescue	Paso Robles	60x907	E347569	1A2	Flat
R-33	1990	1-ton 4wd Ford Squad	Heritage Ranch	60x909	E347570	1A2	Flat
R-34	1990	1-ton 4wd Ford Squad	Reserve	60x908	E347571	1A2	Flat
R-42	2005	Ford F-350 Wheeled Coach	Carrizo Plain	60x911	E1192835	1A2	Flat
HM-1	2006	M2106 freightliner	Paso Robles	60X912	E1205999	3B2	Flat
3430	2001	1-ton 4wd Ford repair truck	Mechanic	60x204	1050739		Milage
3432	2000	1-ton Ford repair truck	Mechanic	60x203	1050628		Milage
3409	1997	Ford Crown Victoria Sedan	Headquarters	60x106	E021686		Milage
C3400	2000	Ford Explorer 4wd	Headquarters	60x201	1050587		Milage
D3402	1998	Ford Expedition 4wd	Headquarters		1009730		Milage
U-15	2003	Ford F250 4x4	South Bay		1148299		Milage
P3425	1999	Dodge 1/2 ton Pickup	Fire Prevention	60x207	1023981		Milage
B3407	1996	GMC Yukon 4wd	Headquarters	60x105	E020005		Milage
T3428	2004	Chevrolet 3/4 ton Pickup	Training	60x209	1148875		Milage
D3404	2001	Ford Expedition 4wd	Los Robles	60x205	1050767		Milage
D3403	2001	Ford Expedition 4wd	Cuesta	60x208	1050766		Milage
B-33	2000	30' Fire Rescue Boat	Heritage Ranch	60x2005			Flat
B-34	1992	22' Fire Rescue Boat	Oak Shores	60x2001			Flat

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